

**Estelle Flynn Lord, Esq.**

111 Quimby Street, Suite #1

Westfield, New Jersey 07090

Phone (908) 654-3883 Fax (908) 232-0317

Attorney for: Plaintiff

UNITED STATES DISTRICT COURT

DISRTICT OF NEW JERSEY

**MOSES EASTER,**

**PLAINTIFF,**

**vs.**

**PEPSI BOTTLING GROUP, KEVIN DANIELS,  
AMY CORONA AND DOUG HASIS,**

**DEFENDANTS,**

**CIVIL ACTION NO.: 09-cv-05188  
(SRC) (MAS)**

**NOTICE OF MOTION TO BE  
RELIEVED AS COUNSEL**

TO: Patrick Lucignani, Esq  
Epstein Becker & Green, P.C.  
Two Gateway Center, 12th Floor  
Newark, NJ 07102-5003

**COUNSEL**

PLEASE TAKE NOTICE THAT on Tuesday, July 6, 2010, or as soon thereafter as counsel may be heard, Estelle Flynn Lord, attorney for the plaintiff, Moses Easter, shall move before the Court to be relieved as counsel in this matter.

Dated: 6 / 11 / 10

  
\_\_\_\_\_  
ESTELLE FLYNN LORD, ESQ.

**Estelle Flynn Lord, Esq.**

111 Quimby Street, Suite #1

Westfield, New Jersey 07090

Phone (908) 654-3883 Fax (908) 232-0317

Attorney for: Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

**MOSES EASTER,**

**PLAINTIFF,**

**vs.**

**PEPSI BOTTLING GROUP, KEVIN DANIELS,  
AMY CORONA AND DOUG HASIS,**

**DEFENDANTS,**

**CIVIL ACTION NO.: 09-cv-05188  
(SRC) (MAS)**

**CERTIFICATION OF ESTELLE  
FLYNN LORD, ESQ.**

Estelle Flynn Lord, being of full age, certifies as follows:

1. I am an attorney-at-law admitted to practice in the State of New Jersey and I am fully familiar with the facts of the within case.
2. I make this certification in support of my application to be relieved as counsel for the plaintiff, Moses Easter.
3. The fact discovery end date in this case is June 21, 2010. Plaintiff has failed to keep repeated appointments at my office in order to discuss case strategy and provide documents for the defendant's request for production of documents, although I explained to him that it was extremely important that he cooperate fully with my office, due to the short discovery period. We have written four (4) letters to Mr. Easter, dated, May 20, 2010, May 11, 2010, April 28, 2010 and April 27, 2010 (The aforesaid letters are annexed hereto as Exhibits A-D respectively).
4. Further, the plaintiff has not provided me with the addresses of any witnesses that we can depose, although he repeatedly promised to provide me with this vital information.
5. Finally, on or about August 4, 2009, plaintiff signed a litigation retainer agreement with our office wherein he agreed to pay Twenty-Five Hundred Dollars (\$2,500.00) to be held in escrow towards his costs of suit, within in sixty (60) days of signing the aforesaid litigation

retainer agreement. To date, we have NOT received any portion of the Twenty-Five Hundred Dollars (\$2,500.00) for the costs of suit. My office will not be able to make arrangements for depositions or be able to retain an expert witness on the case without these funds. (Copy of the aforesaid litigation retainer agreement signed by Moses Easter on August 9, 2009 is annexed hereto as Exhibit E).

6. For the foregoing reasons, I respectfully request that my application to be relieved as counsel be granted.

I certify that the foregoing statements made by me are true. If any of the foregoing statements made by me are willfully false, I understand I may be subject to punishment.

Dated: 6 / 11 / 10

  
\_\_\_\_\_  
ESTELLE FLYNN LORD, ESQ.

710 Frank E. Rodgers Blvd N.  
East Newark, NJ 07029  
(973) 483-1948

Please Reply to: 111 Quimby St. #1  
Westfield, NJ 07090  
(908) 654-3883

FAX: (908) 232-0317

May 20, 2010

Moses Easter  
807 South 12<sup>th</sup> Street  
Newark, NJ 07108

**Re: Easter v. Pepsi Bottling Group, Inc., et al.**  
**Docket No.: 09-cv-5188**

Dear Mr. Easter:

You have failed to keep your appointment at my Westfield office for today at 10:30 A.M.. This is the third appointment that you have intentionally missed in the last two (2) months. Your most recent appointment was originally scheduled for yesterday, May 19, 2010. However, when you did not show up for the appointment, my secretary, Shauna, called you and you rescheduled the appointment for today at 10:30 A.M. inasmuch as you needed your uncle to attend the appointment with you. You advised Shauna that your uncle was financially supporting you in this endeavor and would pay the deposit of Twenty-Five Hundred Dollars (\$2,500.00) against costs of suit pursuant to the litigation retainer agreement that you signed. You confirmed that you and he would attend the May 20, 2010 appointment at 10:30 A.M.. Obviously, you did not attend this appointment or contact my office to advise that you would not be coming. We, in fact, repeatedly called you at your home and cell phone numbers but there was no answer. Finally, your uncle called my office at 12:30 P.M. and advised that he was out of state and could not come back to New Jersey for another eight (8) days.

It is essential that we have your full advanced retainer against costs of suit at once in order to have the funds available to subpoena and depose your witnesses and the company's witnesses. Without the aforesaid depositions, we will most surely be at a major disadvantage in the case. Also, you were to bring to my office all of the documentary evidence that you could find to respond to the defendant's Demand for Production of Documents. As it is, I have no documents whatsoever to provide to the defendants. If we do not provide documentary proof of your claims at this juncture, we will be precluded from doing so at trial. I once again advise you that the discovery end date for all fact witnesses is June 21, 2010. I am sorry to say that you have not cooperated with the discovery process.

Therefore, I have no recourse but to seek to be relieved as counsel in this matter.

Very Truly Yours,

  
Estelle Flynn Lord

EFL/li/dn

"Exhibit A"

710 Frank E. Rodgers Blvd N.  
East Newark, NJ 07029  
(973) 483-1948

Please Reply to: 111 Quimby St. #1  
Westfield, NJ 07090  
(908) 654-3883

FAX: (908) 232-0317

May 11, 2010  
(VIA REGULAR & CERTIFIED MAIL R.R.R.)

Moses Easter  
807 South 12<sup>th</sup> Street  
Newark, NJ 07108

**Re: Easter v. Pepsi Bottling Group, Inc.**

Dear Mr. Easter:

Pursuant to our conversation of over a week ago, you were to immediately provide me with the names, addresses, and telephone numbers of all potential witnesses that you believed would be helpful to your case. As I told you, the names of these individuals who had information about the case or the manner in which other similar cases to yours were handled by management, are absolutely critical to the success of your case. I need to put the names of these individuals into your Answers to Interrogatories and potentially notice them for depositions.

The discovery end period is very quickly approaching. The Court has provided both parties with a deadline of June 21, 2010 to produce all fact witnesses and discovery. If you have not provided this information to me to provide to our adversary, you are out of luck for trial. In other words, you will not be permitted to call any further fact witnesses on your behalf at trial unless their names and addresses are produced prior to June 21, 2010. Your cooperation is critical to any notion of success in this case.

Further, you were to provide me with all pertinent documents in order to respond to the defendant's Notice to Produce. You stated to me that you would stop by to my office, the very next day, after our last meeting in order to provide me with your collective bargaining agreement and correspondence that you had received from the company. You also promised me that you would provide to me in short order the documents that you had (aside from your deposition transcript) from the prior discrimination case, in which you were a party. To date, I have received no such documentation from you.

If you are serious about litigating this matter, you must follow my directions to the letter. You cannot fall out of sight for weeks and months at a time.

If I do not have all the information I asked for during our last meeting provided to my office within

"Exhibit B"

I must also remind you, that your second payment of Twenty-Five Hundred Dollars (\$2,500.00) is also past due. The aforesaid balance of Twenty-Five Hundred Dollars (\$2,500.00), pursuant to our retainer agreement is a necessary initial advance deposit towards costs of suit. If I do not receive that payment within the next three (3) business days, I cannot proceed with your case.

Please be guided accordingly.

Very Truly Yours,

  
Estelle Flynn Lord

EFL/li

"Exhibit B continued"

Estelle Flynn Lord  
Attorney At Law

710 Frank E. Rodgers Blvd N.  
East Newark, NJ 07029  
(973) 483-1948

Please Reply to: 111 Quimby St. #1  
Westfield, NJ 07090  
(908) 654-3883

FAX: (908) 232-0317

April 28, 2010  
(VIA REGULAR AND CERTIFIED MAIL R.R.R)

Moses Easter  
807 South 12<sup>th</sup> Street  
Newark, NJ 07108

**Re: Easter v. Pepsi Bottling Group, Inc.**

Dear Mr Easter:

Please be advised that the attorney for the Pepsi Bottling Group has scheduled depositions for May 25, 2010, at 10:00 am, at their offices located at Epstein Becker & Green, P.C., Two Gateway Center, 12th fl., Newark, New Jersey.

As we previously explained to you, depositions are questions that the attorney will ask you under oath with a court reporter present who will transcribe the entire proceeding. Of course, I will also be present.

Please contact our Westfield office to make arrangements to come to our office to prepare for the deposition at your earliest possible convenience.

Very Truly Yours,

  
Estelle Flynn Lord

"Exhibit C"

EFL/ka/dn



Estelle Flynn Lord  
Attorney At Law

710 Frank E. Rodgers Blvd N.  
East Newark, NJ 07029  
(973) 483-1948

Please Reply to:

111 Quimby St. #1  
Westfield, NJ 07090  
(908) 654-3883

FAX: (908) 232-0317

April 27, 2010  
(VIA REGULAR AND CERTIFIED MAIL R.R.R)

Moses Easter  
807 South 12<sup>th</sup> Street  
Newark, NJ 07108

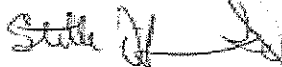
**Re: Easter v. Pepsi Bottling Group et al.**

Dear Mr. Easter:

You have not kept your last two scheduled appointments in order to answer your interrogatories and respond to the defendant's document demand. As you know, we are under very strict time constraints under the Court's Scheduling Order. We sent you the defendant's interrogatories and demand for documents for you to answer well over a month ago. However, you failed to provide us with the aforesaid answers and have failed to keep your scheduled appointments with our office in order for us to assist you with the answers for the aforesaid interrogatories and document demands. Your failure to cooperate is extremely problematic for your case. Without your certified answers to interrogatories, the defendant can immediately move to dismiss your complaint. If your complaint is dismissed, you will have lost your case.

You must immediately make arrangements for an appointment with my Westfield office so that you can answer your interrogatories, sign them and respond to the defendant's document demand within the next three (3) business days. If you do not keep this appointment, we will have no recourse but to ask the Court, by way of Motion, to be relieved as Counsel in this case.

Very Truly Yours,



Estelle Flynn Lord

"Exhibit D"

EFL/dn

RETAINER AGREEMENT

I, MOSES EASTER, hereby retain ESTELLE FLYNN LORD, Attorney-at-Law to represent my legal interest in the matter of EASTER v. PEPSI BOTTLING GROUP, INC., et al. The legal work to be performed includes starting suit in the Superior Court of New Jersey and litigation regarding this wrongful termination matter.

This agreement applies to the above named matter only.

The law firm cannot predict or guarantee what the final bill will be. I have agreed to pay the hourly rate of TWO HUNDRED DOLLARS (\$200.00) per hour for out-of-court representation and TWO HUNDRED FIFTY DOLLARS (\$250.00) per hour in-court representation or THIRTY THREE AND ONE THIRD PERCENT (33 1/3%) of the final gross settlement or award, whichever amount is higher, as the legal fee for this case. I will be responsible for the payment of any and all bills for services rendered by this firm during the course of the case as I receive them.

The law firm requires the receipt of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) retainer fee towards legal fees. This fee is payable within ten (10) days of the signing of this Agreement. The aforesaid \$2,500.00 initial retainer fee will be paid as follows:

\$800.00 to be paid no later than August 4, 2009;

\$1,700.00 (remaining balance) to be paid in full no later than August 13, 2009.

If the full retainer fee is not paid by August 14, 2009, it is understood that the Law Firm cannot file plaintiff's Superior Court complaint.

Additionally, the law firm requires the receipt of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) retainer fee towards costs. This fee is payable within sixty (60) days of filing the Complaint in the Superior Court of New Jersey. There is no guarantee that the costs will not exceed \$2,500.00. Costs of suit include but are not limited to expert fees, deposition fees, transcript fees, costs of suit and filing fees. This law firm will not incur costs unless I pay for same in advance. I will be notified when further advances against costs of suit are anticipated. Further, I am personally responsible for any and all expert fees, deposition fees, transcript fees and costs of suit.

I will be billed as set forth above for all services rendered. This includes telephone calls (minimum charge of 10 minutes), dictating and reviewing letters, travel time to and from meetings and the Court, legal research, negotiations and any other servicing relating to this matter.

In addition to legal fees, I must pay all expert witness fees and expenses including but not limited to expert witness fees, psychologist experts fees, depositions transcript fees, overnight mailing fees, regular mail fees, photographic enlargement fees and other filing fees and costs of suit. Experts fees and costs are due and payable directly to each expert witness.

The law firm will send me itemized bills from time to time. The law firm, as stated above, may request that the costs and expenses be paid in advance. All other bills for costs and legal representation are due upon

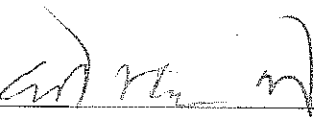
"Exhibit E"

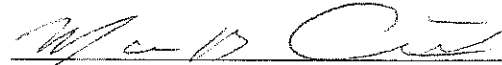
receipt. I will be charged interest at a yearly rate of EIGHTEEN PERCENT (18%) on any remaining balance not paid within 30 days from the date of the bill.

I must fully cooperate with the law firm and provide all information relevant to the issues involved in this matter. I must also pay all bills as required by this agreement. If I do not comply with these requirements, the law firm may ask the Court for permission to withdraw from representing me. The law firm will also withdraw at my request.

The law firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable to me. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law, and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

I and the law firm have read and agreed to this agreement. The law firm has answered all of my questions and fully explained this agreement to my complete satisfaction. I have been given a copy of this agreement.

By:   
Estelle Flynn Lord, Attorney

  
Moses Easter

Date: 8 / 11 / 09

Date: 8 / 14 / 09

"Exhibit Continued"

**Estelle Flynn Lord, Esq.**

111 Quimby Street, Suite #1

Westfield, New Jersey 07090

Phone (908) 654-3883 Fax (908) 232-0317

Attorney for: Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

**MOSES EASTER,**

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**ORDER**

THIS MATTER having been opened to the Court by Estelle Flynn Lord, Esq., attorney for the plaintiff, upon consideration of her application to be relieved as counsel for the plaintiff

IT IS ON THIS            day of            , 2010;

ORDERED that Estelle Flynn Lord, Esq., is hereby relieved as counsel for the plaintiff; it is also

ORDERED that plaintiff, Moses Easter, must either sign a Substitution of Attorney as a Pro Se plaintiff or have his new attorney sign a Substitution of Attorney, within    days of the entry of this Order.

IT IS SO ORDERED.

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HON. MICHAEL SHIPP, U.S.M.J.